

Time Out: _____

Time In: _____

Kayak# _____

RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of being allowed to participate, in any way, in the use of the kayak outfitted by Conundrum Café, Inc., I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in kayaking is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CONUNDRUM CAFÉ, INC., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and.
5. I acknowledge that the use of alcohol and/or illegal drugs may impair my ability to conduct this activity safely. Therefore, I agree not to use them during the course of this activity.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT’S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARY WITHOUT ANY INDUCEMENT.

X _____ Age: _____ Date signed: _____
PARTICIPANT’S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OR REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ Date Signed _____
PARENT/GUARDIAN’S SIGNATURE

Emergency Phone(s) # _____